AMENDMENT TWO

to the

CONTRACT Between THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

and

Navigant Consulting, Inc. State Medicaid Health Information Technology Plan

The above referenced agreement was entered into by and between the Kansas Health Policy Authority (KHPA) and Navigant Consulting, Inc. beginning March 22, 2011. Effective July 1, 2011 the Kansas Health Policy Authority (KHPA), was transferred to the Kansas Department of Health and Environment as The Division of Health Care Finance (KDHE), in accordance with Executive Reorganization Order No. 38, by Governor Sam Brownback on February 4, 2011.

The Parties hereto agree to amend the contract as follows:

1. Background:

Navigant has been working with the KDHE since April 2011 to develop the Kansas State Medicaid Health Information Technology Plan (SMHP), Implementation Advanced Planning Document (IAPD), communications plan and electronic health record (EHR) incentive program implementation plan. KDHE has concluded that additional work is required to implement a comprehensive EHR Incentive audit strategy and support upcoming changes to the EHR Incentive payment program required after finalization of the Meaningful Use Notice of Proposed Rule Making (RULE). KDHE wishes to make additions to the scope of work.

2. Scope of Work:

Navigant shall provide additional support to Kansas's ongoing implementation of the EHR incentive payment program through a deliverable and time and materials contract.

To support this implementation Navigant will expand the scope of work to include the following additional tasks:

Task1: Provide additional ongoing project management support including:

- Monitor EHR Incentive Payment policy changes within the RULE and the upcoming Final RULE
- Provide input on necessary EHR Incentive Program changes required by Final RULE
- Provide input on MAPIR changes required by Final RULE
- Provide input and assistance in delivering communications and training to Eligible Providers and Eligible Hospitals on Final RULE changes
- Assist with creation of project management deliverables (meeting agendas, project plans, etc.)
- Develop CMS required documentation (I-APD Updates, quarterly status reports, etc.)

Task 2: Support EHR Incentive Payment Auditing including:

- Conduct audit training for KDHE staff
- Develop audit plan
- Support auditing implementation
- 3. **Deliverables:** Contractor will complete the following deliverables as scheduled or by the date indicated for the deliverable.
 - Deliverable 1: Project management activities and other duties as assigned including quarterly webinars and materials, training sessions, program updates for providers, recommendations regarding MAPIR custom specifications, quarterly project status reporting, and weekly project management materials (meeting agendas, minutes): Navigant will bill for these activities on a pre-approved time and materials methodology.
 - Deliverable 2: EHR Incentive Payment auditing documents including an EHR Incentive Auditing Plan and Auditing Operations Guide by no later than September 1, 2012.

4. Cost

The cost of the services and travel provided under this agreement shall not exceed \$250,000 in total. If any offsite travel is needed, Contractor will use the standard Mileage rate as per state policy www.da.state.ks.us/ar/employee/travel for the travel. The actual travel time will be billed at the regular hourly rate. Payments will be made upon timely delivery and acceptance of the deliverables by KDHE as follows:

- Deliverable 1: Project management activities and other duties as assigned including quarterly webinars and materials, training sessions, program updates for providers, recommendations regarding MAPIR custom specifications, quarterly project status reporting, and weekly project management materials (meeting agendas, minutes). Deliverable cost shall not exceed \$175,000.
- Deliverable 2: EHR Incentive Payment auditing Plan and documents including an EHR Incentive Auditing and Auditing Operations Guide. Deliverable cost shall not exceed \$75,000.

Contractor will invoice monthly for this deliverable on an hourly basis at the rates agreed upon below:

| Title | Rate |
|-------------------------|-------|
| Project Director | \$270 |
| Content Expert Director | \$240 |
| Project Coordinator | \$208 |
| Project Consultant | \$152 |

6. Other:

All remaining terms and conditions of the above-referenced Contract (including any attachments and amendments thereto, and documents incorporated therein) shall remain in force and effect and binding on the parties hereto.

IN WITNESS WHEREOF, Navigant, KDHE, and the Director Procurements and Contracts, hereto affix their signatures to this Agreement. This Agreement shall be effective upon signature of all parties.

NAVIGANT CONSULTING, INC.

KANSAS DEPARTMENT OF **HEALTH AND ENVIRONMENT**

7-20-12

Cheryl Duva Managing Director

Date

Secretary

KANSAS DEPARTMENT OF **ADMINISTRATION**

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15 Chris Howe, Director

8/24/2012

Procurement and Contracts